

record for the purpose of enabling a new carrier to provide service. GTE should not refuse to execute a change "as is" service order for a customer switching to MCI local service.

GTE should provide MCI with access to CPNI without requiring MCI to produce a signed Letter of Agency (LOA), based on MCI's blanket representation that the customer has authorized MCI to obtain such CPNI. In the competitive interexchange market, Preferred Interexchange Carrier (PIC) changes are almost always made upon oral authorization by the customer during a telephone conversation pursuant to a Third-Party Verification method to sanctioned this method, and it should be allowed in this proceeding.

Arbitrator's Decision. The MCI position is adopted. Both parties must comply with the CPNI requirements of the Act and related FCC orders.

Discussion. GTE's argument that customer proprietary information (CPNI) must not be disclosed without written authorization from the customer in order to protect the individual is unconvincing. This proposal creates an obstacle for the customer to obtain information to which he/she is entitled to receive. The ILEC is a custodian of the information which belongs to the customer. There are other ways to prevent the marketing abuses which GTE may be concerned about; however, these potential abuses will become a concern for all telecommunications carriers in a short time. When they do, there is little doubt that these parties will agree upon a scripted verbal disclosure to ensure that the customer has made an informed decision regarding the disclosure of CPNI. In the meantime, the PIC change method adequately protects both the customer and the ILEC from unfair business practices.

ISSUE NO. 52: OSS Systems Access

Statement of Issue. Should GTE be required to provide MCI direct access to GTE's OSS systems through electronic interfaces?

GTE Position. GTE will provide nondiscriminatory access to GTE OSS functions that are available to GTE, but it will only provide on-line access to the GTE systems themselves through a nationally standardized gateway. Direct access is not required, and should not be ordered. OSS functions should be accessed through a nationally standardized gateway. Although national standards have not been set, GTE is actively working toward implementing a gateway. Once national standards are in place, GTE will modify its gateway if necessary and if requested by MCI.

MCI Position. Operational interfaces must be provided at parity with GTE. Nondiscriminatory access necessarily includes access to the functionality of any internal gateway systems which GTE employs in performing pre-ordering, ordering, provisioning, maintenance, repair and billing functions for itself. GTE should provide MCI with real-time electronic interfaces for transactions for all business functions directly or indirectly related to service ordering and provisioning of Network Elements, features, functions, and resale services.

Arbitrator's Decision. GTE must provide direct access to its OSS through electronic interfaces pursuant to the FCC's Order.

Discussion. ILECs are required to provide access to OSS functions under the same terms and conditions that they provide these services to themselves. FCC Interconnection Order, ¶ 316. In ¶ 523 the FCC states that access includes access to the same information as the incumbent provides to itself.

ISSUE NO. 53: Implementation of OSS Electronic Interfaces

Statement of Issue. On what basis should OSS electronic interfaces be implemented?

GTE Position. GTE has identified workable means to provide OSS electronic interfaces, but the timing of implementation and the responsibility of MCI for the cost remain open issues. Long-term implementation of securing electronic interfaces to GTE's OSS functions should be reasonably based upon the actual work required to create the necessary electronic bonding between the systems and based on a nationally standardized gateway for all CLECs. MCI should pay all costs.

MCI Position. GTE should be ordered to immediately implement an electronic interface. No ongoing human intervention should be permitted in order to achieve implementation. OSS systems should be implemented must provide parity to the new entrant and must be nondiscriminatory. Parity should be established in terms of access and in terms of performance. Improvements in GTE's systems should be offered to serve the needs of new entrants as well.

Arbitrator's Decision. GTE should immediately implement an electronic interface to its OSS functions.

Discussion. The FCC Order establishes a January 1, 1997 deadline for implementation of an electronic interface to ILEC OSS functions:

In all cases, however, we conclude that in order to comply fully with section 251(c)(3) an incumbent LEC must provide, upon request, nondiscriminatory access to operations support systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing of unbundled network elements under section 251(c)(3) and resold services under section 251(c)(4). Incumbent LECs that currently do not comply with this requirement of section 251(c)(3) must do so as expeditiously as possible, but in any event no later than January 1, 1997. We believe that the record demonstrates that incumbent LECs and several national standards-setting organizations have made significant progress in developing such access. This progress is also reflected in a number of states requiring competitor access to these transactional functions in the near term. Thus, we believe that it is reasonable to expect that by January 1, 1997, new entrants will be able to compete for end user customers by obtaining nondiscriminatory access to operations

customers by obtaining nondiscriminatory access to operations support systems functions.

The FCC Order was released on August 8, 1996. GTE has had a sufficient opportunity to inform itself regarding the requirements of the Order and to prepare its compliance with its terms and conditions.

ISSUE NO. 54: OSS Processes for UNE

Statement of Issue. Should MCI have access to GTE's OSS processes through electronic interfaces for unbundled elements?

GTE Position. MCI will be able to order services for unbundled network elements directly from GTE through an electronic interface. GTE will bill unbundled elements via the same system used for end user billing. The maintenance OSS which GTE will use for MCI are essentially the same as those GTE uses to provide its own local service repair.

MCI Position. GTE should provide "electronic bonding" between GTE and MCI for those interfaces where real-time, transparent access to data and systems transactions are required in order for GTE to support MCI, and for MCI to provide features and services to subscribers.

Arbitrator's Decision. See Issue No. 53, Arbitrator's Decision.

ISSUE NOS. 55, 56: Billing and Recording Usage Services

Statement of Issue. Should GTE be required to provide billing and usage recording services for resold services, and if so: (a) what terms and conditions apply to such terms; and (b) how should the costs of providing these services be recovered, and from whom?

GTE Position. At the present time, the parties are negotiating a resolution of a number of business process issues. The terms and conditions applicable to such functions are being determined jointly, on an outgoing basis. GTE will provide MCI equivalent recording. If necessary, GTE will explore the possibility of enhancing its existing systems to provide additional services to MCI, as long as MCI commits to paying the associated costs

Any enhancement to GTE's billing system that may be required to meet or to satisfy MCI's demand must be paid for by MCI. Any such enhancement would inure completely to the benefit of MCI with no benefit to GTE at all. Of course, if other competitive local exchange carriers choose to use this same billing system, they too should share in the cost of the system. GTE supports a means of refunding to MCI any amounts paid which may subsequently be shared with other CLECs.

MCI Position. While MCI and GTE agree that GTE should provide billing and usage recording, they have been unable to agree on specific terms. The industry standard for wholesale billing is a Carrier Access Billing System ("CABS") or an Integrated Access Billing System ("IABS"). This standard is in the process of being adopted as a long-term solution, therefore, it should be adopted as an interim solution. It is burdensome to require MCI to implement GTE's proprietary Customer Billing Support System ("CBSS") when the anticipated standard system is readily available.

GTE should format each bill for Connectivity Charges ("Connectivity Bill") in accordance with CABS or SECAB standard. Each service purchased by MCI should be assigned a separate and unique billing code in the form agreed to by the parties and such code should be provided to MCI on each Connectivity Bill. Measurement of usage-based charges Connectivity Charge total conversion seconds per chargeable traffic types should be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

Recovery of costs for development of billing and other OSS functions should be done on a competitively neutral manner. This can be accomplished by setting prices for the necessary systems at TELRIC, and requiring GTE to impute such prices to itself in the provision of retail services.

Arbitrator's Decision and Discussion. It is clear that national standards are the most effective long term solution. Until that event occurs there is a dilemma: either one party or the other is going to incur costs in order to implement a short term solution. It is not equitable to allow GTE to retain the billing and usage recording services to which it is accustomed and to receive compensation for the costs associated with providing service. Accordingly, the GTE billing and usage recording services shall be implemented between the parties as a short term solution; however, GTE shall receive no compensation for the costs associated with providing the functions. The parties are free to negotiate an arrangement which provides for compensation. In the long term, GTE shall implement a national standard as soon as consensus is achieved, and MCI shall thereafter pay to GTE whatever compensation is appropriate.

ISSUE NO. 57: Implementation of Ordering and Provisioning

Statement of Issue. After interconnection occurs, what time intervals for ordering and provisioning should be implemented?

GTE Position. GTE will provide ordering and provisioning to all CLECs on a non-discriminatory basis within reasonable time frames that can only be standardized after implementation and an appropriate period of use. GTE will agree to implement ordering and provisioning in a reasonable time.

MCI Position. Installation intervals should be part of an interconnection agreement negotiated between the parties. MCI sets forth its proposed cycle time intervals for ordering and provisioning of resale services in its proposed Contract, Article VIII, § 2.5.1.9.

Arbitrator's Decision. GTE's position is adopted by the arbitrator.

Discussion. The Commission's "preferred outcome" incorporates the view that "installation intervals and other performance standards should be part of an interconnection agreement negotiated between the affected parties". See Docket No. 941464, Ninth Supplemental Order, at 8. The Commission has rules governing conformance to service specifications. This issue must be resolved in unison with Issue No. 58. There is little to be achieved by implementing performance and quality measures without accompanying remedial procedures. At this early stage of interconnecting networks it would be counterproductive to impose performance and quality measures which are more imposing than those which presently exist and which are not the result of a negotiated agreement between the parties. This perspective will certainly change over time.

ISSUE NO. 58: Performance Standards

Statement of Issue. Should there be remedial measures for substandard performance?

GTE Position. GTE's proposed agreement provides for a dispute resolution procedure that is entirely sufficient to ensure that GTE will be held responsible for meeting its obligations under the Agreement. Liquidated damages only serve to disincite the parties from using dispute resolution procedures. Moreover, the liquidated damages proposed by MCI are not supported by any analysis of MCI's actual losses. As such, they are unlawfully punitive.

MCI Position. GTE must provide at least the same quality to other carriers that it provides to itself. Performance standards should be part of an interconnection agreement negotiated between the parties. Performance standards are common in contracts and have been used in the local telecommunications context where competition exists. It is in GTE's best interest to serve its retail customers prior to serving a resale customer. Furthermore, it is difficult to quantify damage to MCI for each incident, even though the cumulative effect is to put MCI at a service quality disadvantage.

MCI should receive a quantifiable credit in order to deter GTE from providing substandard service and to partially compensate MCI for its known but not readily quantifiable damages. MCI should also have the right to elect to seek injunctive relief and other equitable remedies against GTE.

GTE should produce monthly reports comparing the level of service it provides to MCI with the level of service it provides to itself and the average level of service it provides across the industry as a whole. If GTE is unable to state what its standards of parity are for inclusion in the contract, then MCI's standards should be used as a default/proxy.

Arbitrator's Decision.

If MCI wants more assurances of performance, it should make a request for a higher level of service under the bona fide request process.

Discussion. Given the incumbent's economic incentives to hamper new entry into the market, there is a need which is not present in most commercial transactions for a countervailing economic incentive. An incentive in the form of specific standards and remedial measures would be consistent with the Act, would help achieve a self-policing relationship, and probably would not result in any less parity than the absence of an incentive. Another approach to the situation is the Commission's enforcement of parity requirements and its quality of service rules. The Commission has rules governing conformance to service specifications. The latter is the better approach for "standard" service at the interim rates.

G. OPERATOR SERVICES AND DIRECTORY ASSISTANCE (Issue Nos. 59-65)

ISSUE NO. 59: Routing Operator Services ("OS") / Directory Assistance ("DA")

Statement of Issue. Should GTE be required to route operator services and directory assistance calls to MCI's platforms where MCI purchases unbundled network elements and resold services?

GTE Position. In accordance with the Act, GTE will sell those OS/DA items that it sells now at retail. GTE is not required to unbundle portions of OS/DA that are not sold separately at retail. GTE will provide those aspects of OS/DA that it currently offers at retail along with local service at just and reasonable rates for its avoided costs.

GTE has voluntarily agreed to unbundle GTE-provided OS/DA per Stipulation 208128.1. However, routing of OS/DA to MCI platforms requires customized routing, which is not technically feasible. Switch routing capability is not an unbundled network element offered by GTE on an ala carte basis. Current switch limitations would require adding new capacity and conditioning existing switches. A long-term standard industry solution must be established.

MCI Position. MCI requests a selective routing service, which would automatically route all OS and DA calls to MCI's platform. GTE must unbundle the functionalities for OS and DA in connection with network elements and resold services, to the extent that it is technically feasible.

Arbitrator's Decision. GTE must unbundle the functionalities for OS and DA in connection with network elements and resold services, to the extent that it is technically feasible.

Discussion. The FCC Interconnection Order, ¶ 418, concludes that customized routing is technically feasible in many LEC switches. ¶ 536 requires ILECs to unbundle the facilities and functionalities providing operator services and directory assistance from resold services and other unbundled network elements to the extent

assistance from resold services and other unbundled network elements to the extent technically feasible. An ILEC must prove to the Commission that customized routing in a particular switch is not technically feasible.

ISSUE NO. 60: Directory Assistance Database Access

Statement of Issue. Should GTE be required to provide access to its directory assistance database so that MCI may provide its customers with MCI branded directory assistance?

GTE Position. GTE will allow MCI to have access to GTE's listing information once an electronic gateway is developed. Until that gateway is developed, GTE will provide MCI with directory assistance information on magnetic tape, with updates provided every business day. Initial load, update, and assumed usage cost for processing and distribution will be charged to MCI. GTE offers to license the usage of its listings solely for the purpose of local directory assistance.

It is not technically feasible for GTE to provide third party access to its DA database at this time. Serious problems arise when multiple users have access to a secured database. A gateway and other measures are necessary to safeguard the security and integrity of the data. At this time, there are no vendor endorsed, industry accepted solutions to this problem. Once the technical issues are resolved, the costs associated with development, deployment and ongoing operation must be identified. While GTE has, in good faith, initiated the development of such a gateway, whatever the eventual cost may be, it should be paid for by MCI (and other parties requesting access) because MCI, and not GTE, will benefit from the access.

MCI Position. MCI requests that directory assistance services provided by GTE to MCI subscribers be branded to include front-end, back-end, and non-branding, as determined by MCI. MCI stat providing its own branding by having its own access to GTE's directory assistance database. New entrants must have access to the same level access and service as the incumbent LEC, regardless of whether the LEC offers the service to its own subscribers or not. The cost of unbundling such services should be recovered through prices based on TELRIC.

Arbitrator's Decision. GTE must provide access to its directory assistance database in a way that enables MCI to provide directory assistance under its brand name. The costs incurred in complying with a request for unbranding or rebranding shall be recovered through prices based on TELRIC.

Discussion. FCC Rule §51.613(c) provides: "Where operator, call completion, or directory assistance service is part of the service or service package an incumbent LEC offers for resale, failure by an incumbent LEC to comply with reseller unbranding or rebranding requests shall constitute a restriction on resale."

The FCC Order concludes that branding is important to development of a competitive market:

"We therefore conclude that where operator, call completion, or directory assistance service is part of the service or service package an incumbent LEC offers for resale, failure by an incumbent LEC to comply with reseller branding requests presumptively constitutes an unreasonable restriction on resale. This presumption may be rebutted by an incumbent LEC proving to the state commission that it lacks the capability to comply with unbranding or rebranding requests. We recognize that an incumbent LEC may incur costs in complying with a request for unbranding or rebranding. Because we do not have a record on which to determine the level of fees or wholesale pricing offsets that may reasonably be assessed to recover these costs, we leave such determinations to the state commissions." FCC Interconnection Order, ¶ 971.

ISSUE NO. 61: Directory Assistance Routing

Statement of Issue. Can MCI route directory assistance calls to either the MCI directory assistance service platform or the GTE directory service platform?

GTE Position. MCI requests that GTE unbundle its switch so that MCI can route its customers to MCI's operator services (OS) and directory assistance (DA) platforms, with dedicated trunk groups linked to any interexchange carrier (IXC) MCI designates. This requires customized routing, which is not technically feasible. More specifically, to provide this routing, GTE would be required to install separate trunk groups to route calls to MCI's platforms, and unique line class codes (LCC) would have to be assigned to the lines of MCI's customers in order to "tag" the calls so that the switch recognizes those calls that must be routed to MCI's trunk groups. Because GTE has different types and generations of switches, this issue must be addressed on a case-by-case basis. The use of LCCs will destroy the ability to bill for that traffic. MCI must pay for the traffic it generates.

In balancing the interests of the parties, GTE will agree to provide customized routing as an unbundled offering (as opposed to a modification of a resold retail service) on an interim, short-term basis (e.g., using line class codes on a nondiscriminatory basis where available) upon the following terms and conditions: (1) MCI shall submit reasonable requests and identify those geographic areas where it wants customized routing; (2) within a reasonable time after receiving MCI's notification, GTE will identify its switches serving in the designated area and advise MCI whether customized routing is technically feasible for those switches; (3) if customized routing is technically feasible, GTE will make such routing available within a reasonable time period; (4) MCI shall pay all the costs associated with its selective routing request; and (5) the parties will work to establish a long-term industry solution. Unbranding of GTE services is also an option for MCI.

MCI Position. GTE should provide for the routing of directory assistance

MCI Position. GTE should provide for the routing of directory assistance calls dialed by MCI subscribers directly to either the MCI DA service platform or GTE DA service platform as specified by MCI.

Arbitrator's Decision. GTE should provide for the routing of directory assistance calls dialed by MCI subscribers directly to either the MCI DA service platform or GTE DA service platform as specified by MCI, to the extent that it is technically feasible.

Discussion. The FCC Interconnection Order, ¶ 418, concludes that customized routing is technically feasible in many LEC switches. ¶ 536 requires ILECs to unbundle the facilities and functionalities providing operator services and directory assistance from resold services and other unbundled network elements to the extent technically feasible. An ILEC must prove to the Commission that customized routing in a particular switch is not technically feasible.

ISSUE NO. 62: Customized Routing Via Line Class Codes ("LCC")

Statement of Issue. Should GTE be required to provide MCI with Line Class Codes (LCCs) for customized routing?

GTE Position. Line Class Codes are not themselves network elements, but are the line attributes necessary for customized routing. This requires customized routing, which is not technically feasible.

MCI Position. LCCs are table values in the database of GTE's switch that provide the necessary information to permit customized call routing. The FCC defines local switching capability network elements as including "all features, functions and capabilities of the switch, which include, but are not limited to" several functions including "custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch." FCC Interconnection Order, ¶ 51.319(c)(1)(I). As part of GTE's unbundling of switching functions, MCI should be provided with LCCs by GTE so that MCI will be able to provide customized call routing for its customers, at least as an interim measure. GTE's refusal to provide LCCs leaves MCI without any alternative for customized call routing for a variety of call types, including: 911 calls, O+ and O-calls, 411 Directory Assistance calls, interLATA and intraLATA calls, and certain 800 and 888 calls.

Arbitrator's Decision. MCI's position is adopted by the arbitrator.

Discussion. The FCC Interconnection Order, ¶ 418 requires the incumbent to prove that customized routing in a particular switch is not technically feasible.

ISSUE NO. 63: Electronic Data Transfer

Statement of Issue. Should GTE be required to provide directory listing information to MCI via electronic data transfer on a daily basis so that MCI may update

information to MCI via electronic data transfer on a daily basis so that MCI may update its directory assistance database and provide its customers with MCI branded directory assistance?

GTE Position. GTE will allow MCI to have access to GTE's listing information once an electronic gateway is developed. Until that gateway is developed, GTE will provide MCI with directory assistance information on magnetic tape, with updates provided every business day.

MCI Position. GTE has agreed to offer access to its entire DA platform as bundled service, and GTE has also agreed to allow read-only access to the DA database and sub-databases. However, GTE states that it will only offer directory assistance database tapes and daily updates to MCI until the GTE gateway is developed, at which time GTE proposes to stop providing the tapes and updates. Pursuant to the Act, GTE must provide its subscriber list information to any person upon request for the purpose of publishing directories in any format. Providing computer or telephone access to unbundled directory listings constitutes a "publishing format" in this day and age.

GTE access to information must include data for the subscribers of the independent companies whose territory is adjacent to GTE. GTE must provide the same list to MCI as it provides to its own directory publisher, including, as applicable, the independent companies' listings.

Arbitrator's Decision. GTE shall provide MCI with directory assistance information on magnetic tape with updates provided every business day until its gateway is fully operational. At that time, MCI may utilize the BAR Process if it prefers to receive updates on magnetic tape. GTE must provide MCI with the same level of access to directory databases and updates as it provides to its own directory assistance unit.

ISSUE NO. 64: Branding of Operator Services

Statement of Issue. Should GTE be required to accommodate MCI's branding requests concerning operator services?

GTE Position. Customized routing is required prior to rebranding. GTE's obligations extend to selling its existing services, not to creating new ones. Insofar as MCI's request relates to resold retail services, the Act does not obligate GTE to change its services for MCI's benefit. In any event, significant network, operational and cost issues would be presented, and MCI makes no offer to compensate GTE for them.

It is not technically feasible to provide unique branding. If and when customized routing is implemented, GTE further agrees to uniquely brand on behalf of any CLEC. In the interim, GTE has offered to unbrand its directory assistance services in a resale environment for use by MCI (where it is lawful to do so).

MCI Position. MCI requests that GTE brand any and all such services at all points of customer contact as MCI services, or otherwise as MCI may specify, or be

all points of customer contact as MCI services, or otherwise as MCI may specify, or be provided with no brand at all, as MCI shall determine. If GTE is truly unable to provide such branded services, then GTE must remove its brand from the directory assistance and operator services that it provides itself. GTE has agreed to do this; however, this solution is acceptable to MCI only if and where branding is impossible, and then only on a short-term basis.

Arbitrator's Decision. GTE should be required to accommodate MCI's branding requests concerning operator services, if it is technically feasible to do so.

Discussion. FCC Rule §51.613(c) provides: "Where operator, call completion, or directory assistance service is part of the service or service package an incumbent LEC offers for resale, failure by an incumbent LEC to comply with reseller unbranding or rebranding requests shall constitute a restriction on resale."

The FCC Order concludes that branding is important to development of a competitive market:

"We therefore conclude that where operator, call completion, or directory assistance service is part of the service or service package an incumbent LEC offers for resale, failure by an incumbent LEC to comply with reseller branding requests presumptively constitutes an unreasonable restriction on resale. This presumption may be rebutted by an incumbent LEC proving to the state commission that it lacks the capability to comply with unbranding or rebranding requests. We recognize that an incumbent LEC may incur costs in complying with a request for unbranding or rebranding. Because we do not have a record on which to determine the level of fees or wholesale pricing offsets that may reasonably be assessed to recover these costs, we leave such determinations to the state commissions." FCC Interconnection Order, ¶ 971.

ISSUE NO. 65: Routing of Local Operator Services

Statement of Issue. Can MCI route local operator services to either the MCI operator service platform or the GTE operator service platform?

GTE Position. MCI's request requires customized routing, which is not technically feasible.

MCI Position. GTE should provide for the routing of local operator services calls dialed by MCI subscribers directly to either the MCI operator service platform or the GTE operator service platform as specified by MCI.

Arbitrator's Decision. GTE should provide for the routing of directory assistance calls dialed by MCI subscribers directly to either the MCI DA service platform

assistance calls dialed by MCI subscribers directly to either the MCI DA service platform or GTE DA service platform as specified by MCI, to the extent that it is technically feasible.

Discussion. The FCC Interconnection Order, ¶ 418, concludes that customized routing is technically feasible in many LEC switches. ¶ 536 requires ILECs to unbundle the facilities and functionalities providing operator services and directory assistance from resold services and other unbundled network elements to the extent technically feasible. An ILEC must prove to the Commission that customized routing in a particular switch is not technically feasible.

H. DIRECTORIES (Issue Nos. 66-68)

ISSUE NOS. 66, 67: Distribution of Directories

Statement of Issue. On what basis should GTE be required to distribute directories to MCI customers, and should GTE make secondary distributions of directories to MCI's customers without charge?

GTE Position. These issues are resolved by Stipulation 207139.1.

MCI Position. The parties have reached agreement in principle on initial and secondary distribution of directories. MCI's contract language should be adopted because it contains the appropriate level of detail to permit implementation and avoid future disputes.

Arbitrator's Decision. Stipulation 207139.1, paragraphs (2) and (3) are adopted by the arbitrator.

Discussion. The language of the stipulation is inconsistent with the language of MCI's best final offer; thus, it controls.

ISSUE NO. 68: Branded Service Information Pages

Statement of Issue. Should GTE provide directory pages to MCI as GTE has for its own use for branded service information?

GTE Position. . These issues are resolved by Stipulation 207139.1.

MCI Position. The parties have reached agreement in principle on this issue, including MCI's logo. MCI's contract language should be adopted because it contains the appropriate level of detail to permit implementation and avoid future disputes.

Arbitrator's Decision. Stipulation 207139, paragraph (1) is adopted by the arbitrator. GTE will provide MCI with a reference on the cover of the directory pursuant to the BAR Process.

I. PARITY AND SERVICE STANDARDS (Issue Nos. 69-73)

ISSUE NO. 69: Presubscription Dialing Parity

Statement of Issue. Should GTE be required to provide dialing parity through presubscription, and if so, on what schedule?

GTE Position. The FCC Order 96-333, Rules 51.209 through 51.215 address toll dialing parity requirements of all LECs. GTE will implement toll dialing parity where it is technically capable throughout a state by August 8, 1997. Nontechnically capable offices will be converted in conjunction with and according to the interLATA equal access schedule.

GTE already had an approved equal access tariff in place in Washington. The Commission has before it a docket to assure that competitively neutral practices are undertaken by all LECs, both incumbent and competitive. The arbitrator should not further address this issue at this time.

MCI Position. The parties have no substantive disagreement on GTE's duty to provide dialing parity pursuant to tariffs filed in Docket No. UT-960728. However, GTE's proposed implementation date constitutes an unacceptable delay and it is inconsistent with prior representations to the Commission. MCI proposes the previously mentioned February 4, 1997, due date for equal access except for central offices that are "non-technically capable," which should be converted in conjunction with and according to the existing interLATA equal access schedule.

In addition to the timetable, MCI states that there remain open and unresolved issues regarding GTE's business practices. MCI proposes ten specific safeguards to ensure that dialing parity is implemented in a competitively neutral fashion.

Arbitrator's Decision. The GTE position is adopted by the Arbitrator as being reasonable.

ISSUE NO. 70: PIC Changes

Statement of Issue. How should PIC changes be made for MCI's local customers and should GTE identify PIC charges separately?

GTE Position. GTE considers this issue resolved. GTE will reject PIC changes for MCI customers unless received from MCI. MCI should use the existing mechanized process for long-distance PIC changes. Detail is provided on the CLEC bill so that the CLEC can identify the specific charges for rebilling to their end user customers. GTE will accept the Local Service Request (LSR) form, rather than the simplified change form demanded by MCI, or the existing mechanized process originally suggested by GTE. GTE promotes the LSR form as a standard for a variety of

suggested by GTE. GTE promotes the LSR form as a standard for a variety of transactions, which will benefit both companies.

MCI Position. It appears that MCI and GTE agree that GTE will reject PIC changes for MCI customers unless they come from MCI and that GTE will properly bill or provide the details so that MCI can bill end user customers for PIC change charges.

Arbitrator's Decision. There is no disagreement between the parties on this issue that requires resolution by the arbitrator.

ISSUE NO. 71: Service, UNE, and Interconnection Parity

Statement of Issue. Should the contract include terms which require GTE to provide resold services, unbundled network elements, ancillary functions and interconnection on terms that are at least equal to those GTE uses to provide such services and facilities to itself?

GTE Position. The Act requires that GTE not discriminate between competitive providers in providing services for resale and access to unbundled elements. GTE agrees to provide service to CLECs in a nondiscriminatory manner according to the quality levels that GTE provides in the normal course of business.

This issue appears to mix two points. The first is whether GTE is required to provide interconnection, resold services, and unbundled elements to CLECs at the same quality standards that apply to GTE's own services, including its internal planning. The second is whether, in the course of providing non-discriminatory services, GTE must implement processes (such as access to OSS) on a basis that treats MCI better than GTE treats itself, whenever MCI requests it.

The first matter, concerning standards, should not be considered an issue remaining for resolution in this arbitration. GTE has already agreed to provide service quality to CLECs that is nondiscriminatory and equal to that which GTE provides to itself and its affiliates.

Existing networks were built to accommodate only one carrier, and alterations to networks will be required to accommodate other carriers. The costs of such accommodations, however, should be borne by the cost-causer, not the ILEC. Thus, to the extent modifications to GTE's network are necessary to meet MCI's requirements, and assuming GTE is legally obligated to make them, MCI must pay for such modifications.

MCI Position. GTE must provide services that are equal in quality, are subject to the same conditions, and are provided within the same provisioning time intervals. The quality of access to an UNE must be superior to that which GTE provides to itself when MCI requests this and it is technically feasible. In addition, GTE's performance under the Agreement should provide MCI with the capability to meet Performance Standards that are at least equal to the highest level that GTE provides or is required to provide by law or its own internal procedures, whichever is higher.

Arbitrator's Decision. The contract should include terms which require GTE to provide resold services, unbundled network elements, ancillary functions and interconnection on terms that are at least equal to those GTE uses to provide such services and facilities to itself. If MCI requests a higher-than-standard level of access or quality of element, GTE must accommodate the request to the extent that it is technically feasible pursuant to the BAR Process.

Discussion. Section y251(c)(2) of the Act requires all incumbent local exchange carriers to provide connections "at a quality level at least equal to the connections the incumbent provides for itself or other carriers." y251(c)(3) and y251(c)(4) simply prohibit discrimination.

FCC Rules y51.311 governs the relative quality of access and network elements. It directly prohibits incumbents from discriminating in their own favor. Unless a carrier requests a higher-than-standard level of service or a lower-than-standard level of service, an incumbent carriers. To the extent technically feasible, the standard level of service an incumbent provides to other carriers must be as high as the level of service the incumbent provides to itself. To the extent technically feasible, an incumbent must accommodate a request for a higher-than-standard level of service. The incumbent has the burden of persuading the state commission that it is not technically feasible to comply with the rule.

The Act requires parity at the standard price and allows a new entrant to request a higher level of service. A higher level of service implies a higher cost of service, and GTE cannot discriminate in favor of MCI, so a correspondingly higher price is implicit in MCI's proposal. Also implicit is a bona fide request process to define the terms of any higher level of service. With those implicit considerations, MCI's position is consistent with the Act.

ISSUE NO. 72: Operational Interface or Process Testing

Statement of Issue. What type of testing is GTE required to perform on any operational interface or process?

GTE Position. GTE will perform any testing of any operational interface or process that it performs for itself. GTE will perform any other technically feasible testing upon MCI's agreement to pay for the testing on a time and materials basis.

MCI Position. GTE should cooperate with MCI upon request to ensure that all operational interfaces and processes are in place and functioning properly and efficiently, as determined by MCI. MCI may request cooperative testing as deemed appropriate by MCI to ensure service performance, reliability, and customer serviceability.

Arbitrator's Decision. The GTE position is adopted by the arbitrator.

Discussion. The MCI position proposes a higher-than-standard of

Discussion. The MCI position proposes a higher-than-standard of service which GTE provides for itself. Accordingly, any relevant request by MCI shall be resolved pursuant to the BAR Process.

ISSUE NO. 73: UNEs, Ancillary Functions, and Resale Services Testing

Statement of Issue. What type of testing is GTE required to perform on UNE, Ancillary Functions, and services for resale?

GTE Position. This issue is resolved in part by Stipulation 207981.1. GTE will perform any additional testing for any unbundled network element or ancillary function that it performs for itself. For "designed services" (i.e., services other than basic voice grade service), GTE agrees to perform loop testing to design specifications. However, GTE does not routinely test every non-designed new loop for itself. GTE will perform any other technically feasible testing upon MCI's agreement to pay for the testing on a time and materials basis.

MCI Position. At MCI's request, GTE should provide: (a) access to the Network Element sufficient for MCI to test the performance of that Network Element to MCI's satisfaction; (b) perform tests to confirm acceptable performance and provide MCI with documentation of test procedures and results acceptable to MCI; and (c) perform all pre-service testing prior to the completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCI.

Arbitrator's Decision. The GTE position is adopted by the arbitrator.

Discussion. The MCI position proposes a higher-than-standard level of service than GTE provides for itself. Accordingly, any such request by MCI shall be resolved pursuant to the BAR Process.

J. NUMBER PORTABILITY (Issue No. 74)

ISSUE NO. 74: Interim Number Portability ("INP")

Statement of Issue. What methods of interim number portability should GTE be required to provide?

GTE Position. GTE should provide INP through remote call forwarding and direct inward dialing. GTE will also provide INP through LERG. Reassignment involving six-digit routing only where (i) at least 70 percent of an entire NXX code is taken by no more than three MCI subscribers or (ii) at least 45 percent of an entire NXX code is taken by one subscriber, and the remainder is reserved by that subscriber. Other methods of number portability are not technically feasible, given the imminent transition to permanent number portability.

MCI Position. MCI and GTE appear to be in agreement that the principle methods of INP will be remote call forwarding and direct inward dialing. In addition, the parties appear to be in agreement in principle that LERG reassignment may be appropriate in special circumstances where a customer comprises all, or substantially all, of the assigned numbers in an existing GTE central office. However, it does not appear that GTE is willing to provide directory number route indexing ("DNRI") as an alternative means of interim local number portability. MCI is only requesting DNRI if permanent LNP is delayed by GTE. Thus, the arbitrator's decision should provide that if GTE is unable to meet the deadline of the first quarter of 1998 for permanent number portability, it should begin to offer DNRI prior to that deadline.

Arbitrator's Decision. GTE's position is adopted by the arbitrator. DNRI shall be available to MCI as an alternative means of INP pursuant to the BFR Process.

Discussion. Without regard as to whether GTE fails to meet the deadline for permanent number portability, the alternative means of providing interim number portability remain interim solutions. The arbitrator is not willing to impute any characterization of the parties commitment to implementing permanent LNP based upon the speculative failure to meet a prospective deadline.

K. POLES, DUCTS AND RIGHTS-OF-WAY (Issue Nos. 75-78)

ISSUE NO. 75: Access to Poles, Ducts, Conduits and Rights-of-Way

Statement of Issue. Should MCI have access to GTE's poles, ducts, conduits and rights-of-way at parity with GTE?

GTE Position. Subject to availability, GTE will provide any telecommunications carrier requesting access with non-discriminatory access to any pole, duct, conduit or right of way owned or controlled by GTE subject to the terms and conditions of the agreement between the two companies. The requirements of nondiscriminatory access does not mean that GTE's rights as an owner of poles and conduits must be relegated to the status of a mere license. Rather, nondiscriminatory access requires that an owner of poles or conduits treat equally all companies seeking access.

MCI Position. GTE should make poles, duct, conduits and ROW available to MCI upon receipt of a request for use, providing all information necessary to implement such a use and containing rates, terms, and conditions, including, but limited to, maintenance and use in accordance with this Agreement and at least equal to those which it affords itself, its Affiliates and others.

Where GTE has any ownership or other rights to ROW to buildings or building complexes, or within buildings or building complexes, GTE should offer to MCI: the right to use any spare metallic and fiber optic cabling within the building or building complex; the right to use any spare metallic and fiber optic cable from the property boundary into the building or building complex; the right to use any available space

boundary into the building or building complex; the right to use any available space owned or controlled by GTE in the building or building complex to install MCI equipment and facilities; ingress and egress to such space; and the right to use electrical power at parity with GTE's rights to such power.

Arbitrator's Decision. MCI should have access to GTE's poles, ducts, conduits and rights-of-way at parity with GTE.

Discussion Section 251(b)(4) of the Act requires all local exchange carriers to additionally provide other carriers with access to poles, ducts, conduits, and rights-of-way on rates, terms, and conditions consistent with the Act. §224(f)(1) requires incumbents to provide nondiscriminatory access to any pole, duct, conduit, or right-of-way they own or control. In §1170 the FCC concludes that a "nondiscriminatory" as meaning parity. In §1170 the FCC concludes that a telecommunications service provider must treat other telecommunications service providers at parity.

ISSUE NO. 76: Extent of Rights-of-Way

Statement of Issue. Does the term "rights-of-way" in Act § 224 include all possible pathways for communicating with the end user?

GTE Position. There is no evidence that Congress intended to expand the meaning of the term right-of-way, as used in § 224, to include all possible pathways to the end user customer such as entrance facilities, cable vaults, equipment rooms and telephone closets.

MCI Position. The FCC has stated that the access obligations of § 224(f) apply when, as a matter of state law, the utility owns or controls the pathway.

Arbitrator's Decision. GTE's position is adopted by the arbitrator.

Discussion. The FCC Order defined "premises" to include structures that house incumbent network facilities on public rights-of-way. FCC Interconnection Order, § 573. In § 1185 the FCC defined "rights-of-way" more narrowly and it cautioned against an overly broad interpretation. Furthermore, the rationale in support of a broader definition is lessened to the extent that the subject "premises" is a GTE facility because MCI may pursue collocation of interconnection equipment.

ISSUE NO. 77: Reserved Space on Poles, Ducts, Conduits and Rights-of-Way

Statement of Issue. May GTE reserve space for its future use on/in its poles, ducts, conduits and rights-of-way?

GTE Position. As a public policy matter, GTE has special service obligations by virtue of its status as the provider of last resort. Because GTE must be able to serve new customer readily, it must always have reserve capacity. Additionally, a determination precluding GTE from reserving space for its own future needs is

a determination precluding GTE from reserving space for its own future needs is squarely at odds with the plain meaning of § 224(f)(1), which applies the nondiscrimination requirement only to those for whom access must be "provided," not to the owner, whose "access" is synonymous with its ownership right. It is GTE's belief that the lack of ability to reserve space coupled with the existing access rate requirements effect a "taking" of GTE's property in violation of the Fifth Amendment of the U.S. Constitution.

MCI Position. MCI does not dispute GTE's ownership rights. MCI is willing to pay a fair rent for the occupation of these structures, but GTE must make conduits, pole attachments, and rights-of-way available to MCI on a basis that is at least equal to that which GTE provides for itself. GTE discriminates when it reserves capacity for its own use to the exclusion of others.

Arbitrator's Decision. MCI's position is adopted by the arbitrator.

Discussion. Section 224(f)(1) of the Act requires nondiscriminatory treatment of all providers of such services and does not contain an exception for the benefit of such a provider on account of its ownership or control of the facility or right-of-way. The FCC stated that exchange service, to the detriment of a would-be entrant into the local exchange

business, would favor the future needs of the ILEC over the current needs of the new LEC. FCC Interconnection Order, § 1170. Section 224(f)(1) prohibits such discrimination among telecommunications carriers.

ISSUE NO. 78: Expanding Capacity for Poles, Ducts, Conduits and ROW

Statement of Issue. Is GTE required to make additional capacity available to MCI for poles, ducts, conduits and rights-of-ways if it does not have spare capacity and, if so, in what time frame should GTE make such capacity available?

GTE Position. Nothing in the Act requires GTE to serve the role of a subcontractor or property agent. An ILEC does not have to purchase additional pathway facilities in order to respond to an attachment request. GTE will determine the timing of adding capacity to its facilities based on GTE's growth needs. Once it has been determined that additional capacity is required, GTE will factor in forecasts in planning how much capacity should be added. GTE should not be required to procure or make available additional space where GTE's existing space is insufficient to accommodate a request for attachment.

MCI Position. GTE should provide access to poles, ducts, conduits and rights-of-ways on a nondiscriminatory basis. GTE should be responsible for augmenting facilities for both its own needs and new entrants' needs if capacity constraints are in existence. Constraints on poles and conduits do not necessarily mean the underlying rights-of-way are at capacity.

Arbitrator's Decision. GTE should take all reasonable steps to expand capacity before denying access.

Discussion. The FCC has identified a variety of expansion options which reduce the burden of expanding capacity. FCC Interconnection Order, ¶ 1161. In ¶ 1162, the FCC concluded that the parity requirements of Section 224(f)(1) prevent utilities from automatically denying access for lack of capacity. In ¶ 1163, the FCC concluded that a utility must take all reasonable steps to expand capacity before denying access.

L. CONTRACT ISSUES (Issue Nos. 79-83)

ISSUE NO. 79: Term of the Agreement

Statement of Issue. What should the term of the Agreement be?

GTE Position. The Agreement should extend for two years, at most. Given the unprecedented nature of the Act and its requirements a two-year term is appropriate, because the parties can negotiate new or different terms and conditions based upon experience. Shorter term agreements are pro-competitive, especially in a rapidly changing market.

MCI Position. MCI's contract provides that the Agreement will continue for a term of three years, and that renewal is available for successive one-year terms at MCI's option upon written notice to GTE.

Arbitrator's Decision. GTE's position is adopted by the arbitrator.

Discussion. While it is as likely that the terms and conditions of long term interconnection will be litigated for two years as it is that a pro-competitive market will develop in that time frame, MCI seeks too great an advantage by proposing indefinite unilateral one-year options in its favor.

ISSUE NO. 80: Dispute Resolution Procedure

Statement of Issue. Should the Agreement provide for an accelerated dispute resolution procedure in case of "service affecting" disputes?

GTE Position. GTE's Interconnection agreement provides for negotiation between the parties to resolve disputes, allows for mediation, and refers unresolved disputes to binding arbitration for resolution. Insofar as resold and other tariffed services are concerned, MCI has available to it normal company and Commission dispute resolution procedures. In addition, GTE's contract dispute resolution provisions adequately protect the interests of the parties in obtaining prompt resolution of problems, while avoiding costly and time consuming litigation. MCI's proposals for dispute resolution, with its punitive liquidated damages-like provisions, encourages litigation.

MCI Position. Some disagreements between the parties are bound to occur. The parties should agree that any dispute arising out of or relating to the

occur. The parties should agree that any dispute arising out of or relating to the Agreement that the parties cannot themselves resolve, may be submitted to the Commission for resolution. MCI's proposed dispute resolution provision provides that the Commission shall have continuing jurisdiction to implement and enforce all terms and conditions. The parties should also agree to seek expedited resolution, and MCI requests that resolution occur in no event later than sixty (60) days from the date of submission of such dispute.

Arbitrator's Decision. GTE's position is adopted by the arbitrator.

Discussion. GTE's position does not preclude consensual submission of issues to the Commission for alternative dispute resolution. The terms of the GTE proposal allow the parties greater flexibility in choosing an appropriate forum to resolve their disputes.

ISSUE NO. 81: Most Favored Nations ("MFN") Clause

Statement of Issue. Should the Agreement provide for a Most Favored Nations clause?

GTE Position. Each agreement negotiated is a process of give and take. A party desiring to obtain the terms of another agreement must abide by the entire agreement. The FCC's "most favored nations" provision, § 51.809, has been stayed; it must be given no effect by this arbitration.

One of the principal purposes of the Act is to encourage parties to negotiate interconnection agreements. If the agreement included a Most Favored Nations (MFN) clause, then the parties would have little to no incentive to negotiate, thereby frustrating one of the principal purposes of the Act. Contract negotiations involve one party "giving in" on one issue in return for "winning" on another, perhaps wholly unrelated issue. The end result, however, is satisfactory to both parties. An MFN clause would negate this contracting process for pending and future negotiations

MCI Position. MCI must have the ability to obtain more favorable terms for individual services, network elements, and interconnection when GTE offers those to others. 47 USC § 252(i) refers to the making available of "any interconnection, service, or network element provided under an agreement ..." The use of that phrase rather than using the term "agreement" supports the interpretation that Section 252(i) provides for adoption of specific terms and not agreements in their entirety. It seems unlikely that Congress intended that the arbitration process would result in a patchwork of rates, terms, and conditions that would give some carriers advantages in some areas and other carriers advantages in other areas.

Arbitrator's Decision. Neither position of the parties is adopted by the arbitrator.

Discussion. The record in this case is clear that the major purpose of the MFN provision proposed here is to enable the parties to pick and choose from the

the MFN provision proposed here is to enable the parties to pick and choose from the most favorable pricing terms and conditions contained in other agreements. The record is devoid of any evidence that either party made concessions or trade-offs between infrastructure and pricing terms and conditions during the course of their negotiations. There was little, if any, resolution of pricing terms and conditions between the parties, and there has been no discernable compromise of the pricing and costing positions of the parties over the course of the proceeding. This arbitrator believes that the provisions of 252(i) were intended as a quasi-tariff process, replacing traditional regulatory agency oversight with market forces.

Nevertheless, it would be inappropriate for the arbitrator to interject that interpretation into the Agreement between the parties. Section 252(i) states:

A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

While the arbitrator is partial to the interpretation of the statute espoused by MCI, the exercise of statutory rights pursuant to y 252(i) does not arise until subsequent to the approval of an agreement by the Commission in accordance with y 252(e). Although MCI's heart may be in the right place, it would be unwise for the arbitrator to usurp the authority of the Commissioners by prospectively interpreting the Act. It should be noted that the Eighth Circuit Court of Appeals has stayed the FCC rule arising out of the FCC's interpretation of the Act; however, implementation of Section 252(i) of the Act itself is not stayed. The rights which are established in y 252(i) are independent from the Agreement between the parties, and they are subject to exercise by the parties when they ripen, absent an express waiver.

ISSUE NO. 82: Bona Fide Request ("BFR") Process

Statement of Issue. Should the Agreement provide for a Bona Fide Request Process?

GTE Position. GTE's Proposed Contract currently provides for a Bona Fide Request Process that can be used for subloop unbundling. GTE is currently discussing other applications of such a process to other services, and believes that a number of MCI's long term operational requests could be accommodated with a Bona Fide Request Process and be removed from this arbitration proceeding. Attempting to set contract language for every eventuality at this time obviously involves speculation, and the parties are unlikely to arrive at the correct approach and verbiage.

MCI Position. The parties have reached an agreement in principle on this issue. MCI's contract language should be adopted because it contains the appropriate level of detail to permit implementation and avoid future disputes.

Arbitrator's Decision. The arbitrator instructs the parties to make the BFR Process contract language consistent with the arbitrator's substantive decisions on the issues where the BFR Process is expressly directed to be implemented.

ISSUE NO. 83: Financial Responsibility for Fraud and Errors

Statement of Issue. Who should be required to accept financial responsibility for uncollectible and/or unbillable revenues resulting from work errors, software alterations, or unauthorized attachments to local loop facilities?

GTE Position. When GTE makes its network or services available to CLEC's, it will apply the same standards of care that it applies to itself for the provision of service to its own retail customers. GTE should not be required to insure collection of all revenues lost as a result of alleged failures in the GTE network or systems. The rates and cost studies presented by GTE do not include the cost of insuring against MCI's risk of doing business. GTE's current tariff provisions giving credit for service interruptions should continue to govern its relations with other carriers.

MCI Position. GTE should be required to accept responsibility for its actions or lack of actions by accepting financial responsibility for uncollectible or unbillable revenues caused by GTE work errors, accidental or malicious alterations of software, or unauthorized attachments to local loop facilities.

Arbitrator's Decision. GTE's position is adopted by the arbitrator.

Discussion. GTE's current tariff provisions giving credit for service interruptions arise in the interexchange market. There is no compelling rationale in the record to support the proposition that the local exchange market should be treated differently.

III. IMPLEMENTATION SCHEDULE

Pursuant to 47 USC § 252(c)(3), the arbitrator is to "provide a schedule for implementation of the terms and conditions by the parties to the agreement." In this case the parties did not submit specific alternative implementation schedules. Specific contract provisions, however, contain implementation timelines. The parties shall implement the agreement pursuant to the schedule provided for in the contract provisions, and in accordance with the 1996 Act, the applicable FCC rules, and the orders of this Commission.

In preparing a contract for submission to the Commission for approval, the parties may include an implementation schedule.

IV. CONCLUSION

The foregoing resolution of the disputed issues in this matter meets the

The foregoing resolution of the disputed issues in this matter meets the requirements of 47 USC y 252(c).

The parties are directed to submit an agreement consistent with the terms of this report to the Commission for approval within 30 days, pursuant to the following requirements of the Interpretive and Policy Statement:

Filing and Service of Agreements for Approval

1. An interconnection agreement shall be submitted to the Commission for approval under Section 252(e) within 30 days after the issuance of the Arbitrators's Report, in the case of arbitrated agreements, or, in the case of negotiated agreements, within 30 days after the execution of the agreement. The 30 day deadline may be extended by the Commission for good cause. The Commission does not interpret the 9 month time line for arbitration under Section 252(b)(4)(C) as including the approval process.

2. Requests for approval shall be filed with the Secretary of the Commission in the manner provided for in WAC 480-09-120. In addition, the request for approval shall be served on all parties who have requested service (List available from the Commission Records Center. See Section II.A.2 of the Interpretive and Policy Statement) by delivery on the day of filing. The service rules of the Commission set forth in WAC 480-09-120 and 420 apply except as modified in this interpretive order or by the Commission or arbitrator. Unless filed jointly by all parties, the request for approval and any accompanying materials should be served on the other signatories by delivery on the day of filing.

3. A request for approval shall include the documentation set out in this paragraph. The materials can be filed jointly or separately by the parties to the agreement, but should all be filed by the 30 day deadline set out in paragraph 1 above.

Negotiated Agreements

a. A "request for approval" in the form of a brief or memorandum summarizing the main provisions of the agreement, setting forth the party's position as to whether the agreement should be adopted or modified, including a statement as to

why the agreement does not discriminate against non-party carriers, is consistent with the public interest, convenience, and necessity, and is consistent with applicable state law requirements, including Commission interconnection orders.

b. A complete copy of the signed agreement, including any attachments or appendices.

c. A proposed form of order containing findings and conclusions.

Arbitrated Agreements

a. A "request for approval" in the form of a brief or memorandum summarizing the main provisions of the agreement, setting forth the party's position as to whether the agreement should be adopted or modified; and containing a separate explanation of the manner in which the agreement meets each of the applicable specific requirements of Sections 251 and 252, including the FCC regulations thereunder, and applicable state requirements, including Commission interconnection orders. The "request for approval" brief may reference or incorporate previously filed briefs or memoranda. Copies should be attached to the extent necessary for the convenience of the Commission.

b. A complete copy of the signed agreement, including any attachments or appendices.

c. Complete and specific information to enable the Commission to make the determinations required by Section 252(d) regarding pricing standards, including but not limited to supporting information for (1) the cost basis for rates for interconnection and network elements and the profit component of the proposed rate. (2) transport and termination charges; and (3) wholesale prices.

d. A proposed form of order containing findings and conclusions.

Combination Agreements (Arbitrated/Negotiated)

a. Any agreement containing both arbitrated and negotiated provisions shall include the foregoing materials as appropriate, depending on whether a provision is negotiated or arbitrated. The memorandum should clearly identify which sections were negotiated and which arbitrated.

b. A proposed form of order is required, as above.

4. Any filing not containing the required materials will be rejected and must be refiled when complete. The statutory time lines will be deemed not to begin until a request has been properly filed.

Confidentiality

1. Requests for approval and accompanying documentation are subject to the Washington public disclosure law, including the availability of protective orders. The Commission interprets 47 USC § 252(h) to require that the entire agreement approved by the Commission must be made available for public inspection and copying. For this reason, the Commission will ordinarily expect that proposed agreements submitted with a request for approval will not be entitled to confidential treatment.

2. If a party or parties wishes protection for appendices or other materials accompanying a request for approval, the party shall obtain a resolution of the confidentiality issues, including a request for a protective order and the necessary